

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF MISSOURI  
(St. Louis Division)**

<b>In Re:</b>	)	
	)	
<b>Terrance Weir and Christina Weir</b>	)	
	)	
	)	
<b>Debtors,</b>	)	<b>Case No. 15-49371-399</b>
_____	)	
	)	<b>Chapter 13</b>
	)	
<b>U.S. Bank Trust N.A., as Trustee of the Igloo Series III Trust</b>	)	
	)	
<b>Successor Movant.</b>	)	

**NOTICE OF BREACH**

COME NOW U.S. Bank Trust N.A., as Trustee of the Igloo Series III Trust (the “Successor Movant”) and for its Notice of Breach states as follows:

1. The Successor Movant is the current holder of the Note and Deed of Trust executed by on November 17, 2006 by Terrance Weir and Christine Weir (the “Debtors”) in the original principal sum of \$335,400.00.
2. In resolution of the Motion for Relief from the Automatic Stay filed by the prior holder of the Note and Deed of Trust, PROF-2013-s3 Legal Title Trust, by U.S. Bank National Association, as Legal Title Trustee, by Fay Servicing, LLC, in regards to realty located at 233 Horseshoe Drive, Kirkwood, MO 63122 owned by the Debtors, an Order was entered by this Court on May 23, 2017 (Doc #34).
3. Pursuant to the Order, Debtors agreed to make monthly arrearage payments for six months commencing on June 15, 2017 in the amount of \$1,146.98 with the final arrearage payment on November 15, 2017 in the amount of \$1,146.99 along with all regular monthly post-petition payments.

4. It was further stipulated that in the event the Debtor failed to perform making the payments due under the Stipulated Order, Movant was required to file this Notice of Breach with the Court allowing the Debtors 14 days of the date of the Notice of Breach to cure the delinquency or file an objection. Thereafter, Movant would be entitled to an Order from the Court granting relief from the automatic stay allowing Movant it's successors or assigns to proceed with foreclosure and to pursue its remedies under state law in connection with the subject Note and Deed of Trust. The Order further stipulated that the 14-day stay described by Bankruptcy Rule 4001(a)(3) be waived.

5. The Debtors have failed to make the payments due pursuant to the Order and are due for the arrearage payments for September 15, 2017, October 15, 2017 and November 15, 2017. The total amount past due as of May 15, 2020 is \$7,828.09 which includes 2 standard payments at \$2,168.57 (April through May, 2020), three arrearage payments along with the allowable \$50.00 fee for preparation of this Notice of Breach.

WHEREFORE, pursuant to the Order, successor Movant hereby gives notice that in the event that the Debtor does not tender funds sufficient to cure the breach or does not object with a valid defense as to the breach within 14 days of the date of the certificate of service below, the Movant, its successors and assigns, will request that this Court execute an Order granting the Movant, its successors and assigns, relief from the automatic stay allowing Movant, its successors and assigns, to pursue any remedies afforded to it under state law.

Respectfully submitted,

MARINOSCI LAW GROUP, P.C.

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**CERTIFICATE OF SERVICE**

The undersigned certifies that a true and correct copy of the foregoing was filed on ECF with notices being sent to all ECF parties and sent via U.S. First Class mail on May 19 2020, to all non-ECF parties:

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